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PROTECTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, R. C. KRUEGER DEVELOPMENT COMPANY, INC., a corporation, of Lincoln, Lancaster County, Nebraska, hereinafter known as the Company, and JOHN M. WHITLOCK, Trustee and INA Y. WHITLOCK, Trustee, THE WHITLOCK-LOVING TRUST; ELIZABETH DELONG DAVIES; DIANE DAVIES COLLISTER and PAUL COLLISTER, wife and husband; MARY DAVIES LAMBERT and ROY LAMBERT, wife and husband; LOUIS JAMES DAVIES and PRISCILLA DAVIES, husband and wife; ALAN R. PORTER, Trustee, CLARE R. PORTER TRUST; ROBERT F. LAWSON, Trustee and SARA W. LAWSON, Trustee, LAWSON FAMILY TRUST; and R. C. KRUEGER DEVELOPMENT COMPANY, INC., being the owners of the following described real estate located in the City of Lincoln, Lancaster County, Nebraska, to-wit:

The remaining portion of Lot Eleven (11) in the Northwest Quarter (NW $\frac{1}{4}$) of Section Nineteen (19), Township Nine (9) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska, which lies East of South 27th Street; South of that portion of which was the subject of an agreement between these parties dated December 22, 1992; having an Easterly boundary which abuts the Westerly boundary of that portion of what is now Porter Ridge, which was the subject of the August 3, 1992 agreement between the parties hereto, containing 50 acres more or less. (NOW KNOWN AS PORTER RIDGE WEST)

hereinafter referred to the Properties; and

WHEREAS, the Company desires to create upon the Properties a residential community; and

WHEREAS, the Company desires to establish a uniform plan for the development of such residential community; and

WHEREAS, there has been incorporated under the laws of the State of Nebraska, a non-profit corporation under the name and style of Porter Ridge West Homeowners' Association, Inc., for the purpose of enforcing the covenants and restrictions created and established against and upon the Properties and for the purpose of administering and maintaining a detention cell located on any Outlot of Porter Ridge West Addition to Lincoln, Lancaster County, Nebraska, and for contracting for residential refuse removal for all lots contained in Porter Ridge West Addition to Lincoln, Lancaster County, Nebraska, hereinafter referred to as the Corporation; and

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NOW THEREFORE, the Company does hereby create, establish and adopt the following restrictions against and upon the Properties, to-wit:

1. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in the above described property, shall be a member of the Corporation, provided however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

2. The Corporation shall have two classes of membership:

CLASS "A" memberships shall include all members of the Corporation except the Company. Each Class "A" member of the Corporation shall be entitled to all the rights of membership and to one (1) vote for each lot or living unit in which the interest requisite for membership is held, provided however, that no more than one vote shall be cast with respect to any such lot or living unit.

CLASS "B" membership shall include only the Company or its assigns, who shall be entitled to two (2) votes for each lot or living unit in which the interest requisite for membership is held, provided however, the Class "B" membership of the Company or its assigns shall be converted to Class "A" membership at, for, and during such time or times as the total number of votes entitled to be cast by Class "A" members equals the total number of votes entitled to be cast by the Class "B" members.

3. The Corporation hereby covenants, and each member of the Corporation by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant to maintain Outlots located in Porter Ridge West Addition, an addition to the City of Lincoln, Lancaster County, Nebraska, hereinafter referred to as the Cell, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, insurance, taxes and maintenance of the Cell, and to comply with the terms of any contract for residential refuse removal from all buildable lots within the Addition. Such annual and special assessments shall be a lien upon the lot against which such assessments are made and shall also be the personal obligation of the member who is, or was, the record owner of the lot assessed at the time of such assessment.

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4. The lien of such annual or special assessments shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the lot against which such assessment is made.

5. Annual assessments shall be made by the Board of Directors of the Corporation for maintenance, repair or reconstruction of the Cell, insurance and taxes, subsequent to the execution and recordation of these Protective Covenants. Assessments for capital improvements of the Cell may be made by the Board of Directors.

6. The Company may, at any time, add additional, contiguous, similarly developed real estate to the Properties without the consent or approval of the members of the Corporation. Such additions shall be made by the execution and recordation by the Company of Supplemental Protective Covenants against and upon such additional real estate subject to the covenants and restrictions of the Protective Covenants.

7. All lots herein described shall be used exclusively for private, one or two family dwellings, not to exceed two stories in height, and a private garage of a minimum two-car capacity and a maximum three-car capacity, which such garage must be attached to the dwelling. Additionally, storage sheds or other detached buildings are not permitted.

8. No dwelling shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 5 feet to each side lot line. In the case of a corner lot, the dwelling shall not be nearer than 25 feet to the side street lot line except that the Company, in its sole discretion, may allow a front or side yard reduction of up to five foot (5') in the set back subject to approval of the City of Lincoln, Lancaster County, Nebraska if required by law.

9. The main floor area of the dwelling building, exclusive of open porches, terraces, and garages, shall not be less than 900 square feet in area and not less than 1,650 square feet combined total for all floors in the case of a one and one-half story or two-story dwelling; nor less than 1,250 square feet in area in the case of a one-story dwelling. The Company determines finished square footage by measuring to outside of all walls, including interior fireplaces; the staircase twice (once each for main level and second level); and every location in which the floor joists project from the foundation or exterior wall of main level. The Company does not include: window boxes where the floor joists do not project from the foundation or

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exterior wall of main level; exterior fireplaces; decks; patios; porches; storage areas; basements or any other unfinished areas. The exterior of any dwelling erected on any lot shall consist of not less than 60% of brick veneer or stone veneer on any street exposed wall except in the case of a corner lot, the front or primary side shall consist of not less than 60% brick or stone veneer, the secondary side facing the street shall consist of brick or stone veneer from ground level to the first level floor joists unless specifically excepted in writing by the Company. The roof pitch of any dwelling erected on any lot shall be a minimum of a 5/12 or 5 inches in rise vertically for every 12 inches horizontally.

10. Not more than one dwelling shall be built upon any lot except that nothing herein contained shall prevent the construction of one dwelling on a portion of two or more lots; in such case restrictions pertaining to the side lot lines shall be construed to apply to the side lines of such tract. This paragraph shall not apply to lots designated as duplex lots.

11. The construction of a dwelling or garage shall not be commenced until written approval is first secured from the Company, of the building plans, which said plans must show the size, exterior material, design and plot plan, and indicate the location of the dwelling and garage upon the lots. The Company reserves unto itself, its successors and assigns, the sole right to approve or reject any such building plans, if in its opinion, either the size, materials, design, or plot plan do not conform to the general standard of development in said area. "Geodesic dome" and "earth homes" are prohibited. To insure the enforcement of this provision, one set of said plans, signed by the owner shall be left on permanent file with the Company. This provision shall remain in full force and effect until at least January 1, 2006, and shall thereafter continue in full force and effect until terminated by the Company.

12. No recreational vehicle, including but not limited to self-propelled mobile homes, campers, trailers and/or boats shall be stored or parked upon any lot within the Properties except within an enclosed structure. Provided, such vehicles may be temporarily parked or stored upon lots within the Properties for periods of time not to exceed fourteen (14) days per year.

13. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

14. No trailer, basement, tent, shack, barn, or any other outbuilding, erected in or on any lot, shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

15. No house or building which has been prefabricated shall be permitted to be placed or erected on any lot; and no building of any kind whatsoever shall be moved onto any building lot, except that the Company may use temporary buildings for storage of tools and materials during construction of homes and development of the subdivision.

16. No nuisance, advertising sign, billboards, or other advertising device shall be permitted, erected, placed, or suffered to remain upon any of said lots; and said lots shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder or owner of any adjoining lot; this covenant shall not prevent the Company from placing signs advertising the lots in the subdivision upon any lots owned by the Company. This covenant shall not prevent the Company from building ornamental structures at subdivision entrances.

17. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

18. No antennas of any size or satellite dishes with a diameter over twenty-four (24) inches shall be placed or permitted except inside a residence.

19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of Porter Ridge West Addition as filed with the Register of Deeds, Lancaster County, Nebraska.

20. The Company expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grade at which any dwelling shall be hereafter erected or placed thereon so that all of the same may conform to the general plan, and at any time to add to the subdivision creating and establishing the properties herein described, without the consent or approval of any owner.

21. Erosion and silt shall be controlled to the extent that any erosion or silt shall be contained within the boundaries of each individual lot.

22. These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Company, the Corporation, all members of the Corporation, and their respective heirs, executors, administrators, successors and assigns for a period of twenty-five (25) years from and after the date of recordation of these covenants and restrictions, and shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument executed by the owners of two-thirds (2/3rds) of the lots, being members of the Corporation and the City of Lincoln, Nebraska, shall have been recorded, agreeing to a termination or modification thereof.

23. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other real estate in said subdivision to prosecute and maintain any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction in order to prevent him, her or them from so doing or to recover damages or other dues for such violation.

24. The invalidation of any one of the covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

25. All owners of the Properties agree to abide by all rules and regulations promulgated by the Corporation.

Dated this 3rd day of January, 1996.

R. C. KRUEGER DEVELOPMENT COMPANY, INC.

ATTEST:

Calvin C. Krueger
Calvin C. Krueger, Secretary

By: Richard C. Krueger
Richard C. Krueger, President

JOHN M. WHITLOCK and INA Y. WHITLOCK,
Trustees of the WHITLOCK-LOVING TRUST;
ELIZABETH DELONG DAVIES; DIANE DAVIES
COLLISTER and PAUL COLLISTER; MARY
DAVIES LAMBERT and ROY LAMBERT; LOUIS
JAMES DAVIES and PRISCILLA DAVIES; ALAN
R. PORTER, Trustee, CLARE R. PORTER
TRUST; ROBERT F. LAWSON and SARA W.
LAWSON, Trustees of the LAWSON FAMILY
TRUST

By: Alan R. Porter
Alan R. Porter, Attorney in Fact

STATE OF NEBRASKA)
COUNTY OF LANCASTER)



ss.

On this 3rd day of January, 1996, before me the undersigned Notary Public in and for said State and County, personally appeared Richard C. Krueger, President, and Calvin C. Krueger, Secretary of R. C. KRUEGER DEVELOPMENT COMPANY, INC., a corporation, and the identical persons who signed and executed the foregoing instrument on its behalf, and they acknowledged the same to be their voluntary act and deed and the voluntary act and deed of said R. C. KRUEGER DEVELOPMENT COMPANY, INC., a corporation, and that its corporate seal was hereunto affixed by lawful authority.

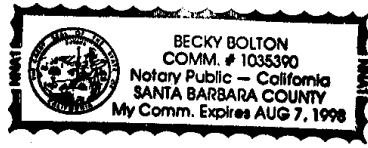
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year last above written.

Susan M. Coffey
Notary Public

STATE OF California)
COUNTY OF Santa Barbara) ss.

On this 4 day of January, 1996, before me the undersigned Notary Public in and for said State and County, personally appeared ALAN R. PORTER, Attorney in Fact for JOHN M. WHITLOCK and INA Y. WHITLOCK, Trustees of the WHITLOCK-LOVING TRUST; ELIZABETH DELONG DAVIES; DIANE DAVIES COLLISTER and PAUL COLLISTER; MARY DAVIES LAMBERT and ROY LAMBERT; LOUIS JAMES DAVIES and PRISCILLA DAVIES; ALAN R. PORTER, Trustee, CLARE R. PORTER TRUST; ROBERT F. LAWSON and SARA W. LAWSON, Trustees of the LAWSON FAMILY TRUST, the identical person who signed and executed the foregoing instrument on their behalf, and he acknowledged the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year last above written.



Becky Bolton
Notary Public